

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30		1. REQUISITION NUMBER		PAGE 1 OF 19	
40 SP0300-01-D-3021		3. AWARD EFFECTIVE DATE SEP 13 2001		4. ORDER NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		8. NAME DIANNE JACQUETTE/JANINE SAMONI		5. SOLICITATION NUMBER SP0300-00-R-4025	
9. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA DIRECTORATE OF SUBSISTENCE, BLDG. 6 700 ROBBINS AVENUE PHILADELPHIA, PA. 19111-5092  NOTE: MAIL OR HAND CARRY OFFER AS SPECIFIED ON PAGE 5		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> (SBA) NAICS 4224 SIZE STANDARD: 500		6. SOLICITATION ISSUE DATE NOV 13 2000	
15. DELIVER TO CODE		16. ADMINISTERED BY SAME AS BLOCK 9		11. DELIVERY FOR FOR DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 12a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 12b. RATING N/A 14. THIS ACQUISITION IS <input type="checkbox"/> RFD <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
17a. CONTRACTOR/OFFEROR SYSCO/Louisville 7705 National Turnpike, Louisville, KY 40214 TELEPHONE NO 502-364-4300 <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18a. PAYMENT WILL BE MADE BY 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		13. OFFER DUE DATE/LOCAL TIME see Page 5	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES SUBSISTENCE PRIME VENDOR SUPPORT FOR MILITARY AND OTHER FEDERALLY FUNDED CUSTOMERS IN THE STATES OF KENTUCKY, TENNESSEE AND SEVERAL JOB CORPS IN SURROUNDING LOCATIONS (Attach Additional Sheets as Necessary)		21. QUANTITY	
				22. UNIT	
				23. UNIT PRICE	
				24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA		<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED. ADDENDA		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.		29. AWARD OF CONTRACT REFERENCE <input type="checkbox"/> DATED <input type="checkbox"/> INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN. IS ACCEPTED AS TO ITEMS:		OFFER	
30a. SIGNATURE OF OFFEROR/CONTRACTOR Peter Scatamachia President / CEO		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Janine Samoni		31c. DATE SIGNED SEP 13 2001	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) PETER J SCATAMACHIA		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) JANINE SAMONI		35. AMOUNT VERIFIED CORRECT FOR	
30c. DATE SIGNED 1-9-01		32. SHIP NUMBER		34. VOUCHER NUMBER	
<input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
32a. QUANTITY IN COLUMN 21 HAS BEEN		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		40. PAID BY	
32b. DATE SIGNED		38. SRV ACCOUNT NUMBER		42a. RECEIVED BY (Print)	
32c. DATE SIGNED		38. SRV VOUCHER NUMBER		42b. RECEIVED AT (Location)	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42c. DATE REC'D /FORWARDED			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER					

All amendments to the solicitation are incorporated as part of this contract.

Amendment 0001 dated December 22, 2000

Amendment 0002 dated December 27, 2000

Amendment 0003 dated January 3, 2001

**NOTE: The following administrative contract numbers have been established to support customers under this contract:**

**SYSCO Louisville – SP0300-01-D-3024 – Non-food items**

**Robert Orr SYSCO – SP0300-01-D-3022 – Food items**

**Robert Orr SYSCO – SP0300-01-D-3025 – Non-food items**

### **SUPPLIES OR SERVICES AND PRICES**

#### **CUSTOMERS:**

Fort Knox  
Fort Campbell  
Camp Atterbury  
Flatwoods Job Corps  
Great Onyx Job Corps  
LBJ Job Corps  
Frenchburg Job Corps  
Whitney Young Job Corps

Jacobs Creek Job Corps  
Earle Clements Job Corps  
Muhlenburg Job Corps  
Blue Ridge Job Corps  
Occonaluftee Job Corps  
Charleston Job Corps  
Pine Knot Job Corps

**ITEMS:** Total Food and Beverage Support for DoD and Non-DoD customers in Kentucky, Tennessee and surrounding locations. Job Corps will be able to order non-food items and foodservice equipment; military customers may order these items during the course of the contract.

Not included in this contract: Fresh Fruit and Vegetables, Fresh Milk, Fresh Bread and Bakery products and "Brand Name" Bag-in-Box soda.

**DELIVERY:** The delivery of all products shall occur no more than 48 hours after the customer places an order, unless otherwise specified by the customer.

**FILL RATE:** 99.37% without substitutions using the government formula of cases accepted/cases ordered.

**CONTRACT TERM:** One (1) base year with four (4) one-year options.  
Base term November 3, 2001 through November 2, 2002

**CONTRACT TYPE:** Indefinite Quantity Contract – Firm Fixed Price

**GUARANTEED MINIMUM:** This contract contains a guaranteed minimum of 10% of the estimated dollar value. The estimated dollar value of the base term of the contract is \$18.9 million. The maximum ceiling will be 125% of the estimated dollar value. In the event of an emergency and/or mobilization, the government reserves the right to unilaterally execute an alternate maximum ceiling of 150% of the estimated dollar value.

To the extent that customers do not meet their estimated dollar purchases, the contracting officer reserves the right to add more than 25% of additional business equivalent to the percentage of unused business.

**PRICING: Firm Fixed Pricing**

- All pricing will be firm at time of order.
- All unit pricing shall be formulated in accordance with the Addendum to Clause 52.212-4(t), "Price Changes".
- Unit prices can be updated weekly. Changes to unit prices must be received by Thursday at 1:30 PM, Philadelphia Time, and will be effective from Sunday through Saturday.
- Unit prices may not extend beyond two decimal places to the right of the decimal point.

**OPTIONS:** If the Government decides to invoke the option(s), the distribution prices remain unchanged in accordance with SYSCO Louisville's offer.

**THE DISTRIBUTION PRICES FOR FOOD AND BEVERAGE ITEMS ARE LISTED ON THE FOLLOWING PAGES.**

SYSCO/Louisville  
Categories

Category	PRODUCT DESCRIPTIONS	Distribution Fee
	<b>Whole Primal &amp; Precut Steaks</b>	
1	Raw Top Butt 184, Strip Loin 180, Rib Eye Roll 112, Lip On Rib Eye 112A, T-Bone, Flank Steak, Ball-Tip, Dried Beef, Fajitas, Raw Veal & Lamb	
	<b>Roast &amp; Specialties</b>	
2	Ground Beef Bulk & Patties, Grd Chicken, Bulk Bacon, Bulk Raw, Whole, CVP & Cut-Up Chicken, Chitterlings, Ham Hocks, Pigs Feet, Grd Turkey	
3	Beef & Pork Roast, Sliced Liver, Steamship Round, Ham (Virginia, Buffet Style), Pure Pork Sausage Links, Layout Bacon, Hot Dogs, Raw Pork Spare Ribs 3-1/2 & down, Pork Chops	
4	Raw Unbreaded & Breaded Chopped & Formed Beef and Veal Steak, Breaded Formed Pre-Portion Steaks w/TVP (Veal, Beef, Pork & Chicken), Pure Pork Sausage Bulk & Patties, Bnls Canned Ham	
5	Whole Turkey, Turkey Roll, Turkey Bacon, Bologna, Chitterlings, Boneless Turkey Roast, Cornish Game Hens	
6	Chicken Fried Steaks, Salisbury Steak, Chicken Tenders & Nuggets, Ham (Bone-In Cooked, Spiral Cut), Turkey, Beef & Whole Hog Sausage Links & Patties, Braising Steak, Raw Boneless Chicken Breast, Raw Breaded Chicken Parts, Whole Muscle Breaded & Unbreaded Beef, Pork & Chicken Steaks, Pepperoni, Diced Beef, Pork, Chicken & Turkey, IQF Chicken Parts, Chicken Wings	
7	Specialty Cut Cooked, Cubed & Sliced i.e. Ham, Chicken, Raw & Cooked Corned Beef, Pastrami & Roast Beef, Philly Steaks, Raw & Cooked Turkey Breast, Beef Short Ribs, Bone-in & Bnls Pork Loins, Pure Bacon Bits, Canadian Bacon, Baby Back Ribs, Beef Ribs, Duck, Rabbit, Cooked Patties & Vegetable Burgers, Meatballs, Beef Kielbasa, Polish, Italian & Bratwurst Sausage, Prime Rib, Lunchmeat, Salami, & Pastrami. "Mighty Rib" Ribettes	
	<b>Fish</b>	
8	Lobster Tails, Crab Legs, Raw & Breaded Scallops, Clams & Oysters, Cooked Seafood, Raw Peeled & Deveined Shrimp	
9	Premium Whole & Portioned Fillet, Raw Unbreaded (Trout, Orange Roughy, Haddock, Pike, Red Fish, Snapper, Salmon, Calimari, Sole & Halibut) & All Breaded Fish & Shrimp	

SYSO/Louisville  
Categories

Category	PRODUCT DESCRIPTIONS	Distribution Fee
10	Standard Whole & Portioned Fillets, Raw Unbreaded (Catfish, Cod, Perch, Pollock & Whiting)	
	<b>Appetizers &amp; Prepared Entrees</b>	
11	Frozen Appetizers, Cordon Bleu Stuffed Breast, Tray & Ind Entrees, Pizza Crust, Cookie & Roll Dough, Fzn Batter, Pre-Cooked Bacon	
	<b>Frozen Bread Specialties</b>	
12	Baked Bagels (Regular & Flavored), Donuts, Muffins, Danish	
13	Whole & Portioned Pizza	
14	Baked Loaf Bread, Rolls & Buns, Pancakes, Biscuits, Tortillas, Croissants, Waffles, French Toast	
15	Frozen Vegetables & Hash Browns	
16	French Fries ( Standard Cut)	
17	Standard Pack & IQF Frozen Fruits, Raw Bread Doughs & Batters, Onion Rings & Specialty Potatoes	
18	Sheet Cake, Layer Cake, Cheesecake, Specialty Pies, Fruit Pies, Gourmet Pies & Fruit Cobbler	
19	Canned Entrees, Canned Fish, Canned Meat, Cheese Sauce	
20	Hand Held Entrees, Egg Rolls, Corn Dogs, Burritos, Tamales & Enchiladas	
21	Single & Double Sandwich Meals	
22	Bulk Cheddar, String & Other Cheese, Butter, Refrigerated Prepared Salads	
23	Cheese (Sliced, Diced, Shredded), Margarine, Pasta	
24	Eggs: Frozen & Fresh	
25	Milk, Yogurt & Ice Cream - gallon and Yogurt - individuals	
26	White Sugar	
27	Salt, Plain Rice, Flour	
28	Cookie, Cake, Brownie Mixes, Icing & Frosting Mixes by Bag/Can or Box	
29	Cold Cereals: Individual Box Pack	
30	Bread Crumbs, Croutons, Dry Milk, Specialty Rices, Converted Perfected Long Grain Rice, Imil. Bacon Bits, Dry Beans	
31	Ind Pancake Syrup, Mustard, Ketchup & Jelly	
32	P.C.'s (Relish, Honey, BBQ Sauce & Dressings-less than 1 oz)	

SYSCO/Louisville  
Categories

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Category	PRODUCT DESCRIPTIONS	Distribution Fee
33	Standard Packet Items (Ind Creamers, Sugar, Ind Salt & Pepper)	
34	Taco Shells, Premium Packets ( Peanut Butter, Butter Ind, Oleo Ind, Dressings-1oz & 1 1/2oz.), Dry Yogurt Mix, Individual Bagged Potato Chips, Corn Chips, Cheetos, Tortilla Chips, Hot, Bulk & Bowl Pack Cereal, Pancake Mix, Bread Mix, Biscuit Mix, Bulk Mustard, Vinegar, Economy Salt-based Soup & Gravy Base, Canned Pimientos & Mushrooms, BBQ Sauce	
35	Dehydrated Sliced, Diced & Instant Potatoes, Diced Tomatoes, Tomato Sauce, Spaghetti Sauce, Tomato Puree	
36	Canned Fruits & Vegetables	
37	Pie Filling #10, Ice Cream Mix, Icing Mix, Canned & Frozen Soups, Premium Meat-Based Gravy & Soup Bases, Ind Hot Chocolate, Ind Tea Bags, Gelatin, Dry Desserts, Bulk Jellies, Bulk Jams, Bulk Preserves, Bulk Peanut Butter, Ind Fruit & Pudding, Karo Syrup, Molasses, Nuts, Candy, Sauces (canned & bottled), Honey, Dry & Liquid Drink & Juice Bases & Mixes, Peppers, Olives, Relish and Pickles, Salad Oil	
38	7 oz To 32 oz Canned Juice & Bottled Water	
39	5 - 6 oz Individual Boxed Juice & Drinks, Soda, & Candy Bars	
40	Bulk Pancake Syrup, Baking Powder, Cookies, Crackers, Granola & Other Snack Bars, Dry Fruit, Tomato Paste, Bulk & Bottled Ketchup, Bottled & Bulk Salad Dressings, Spices, Powdered Sugar, Brown Sugar	
41	Canned Liquid Shortening, Solid Shortening	
42	Frozen Juice Concentrate & Hand Mixed	
43	Frozen Dispenser Juices, Fountain Syrups	
44	Coffee	
45	Bag-in-Box Drinks & Other Frozen Dispenser Beverages	
46	Other Frozen, Refrigerated and Dry	
47	Packaging (Film, Roll Foil & Sheets, Sandwich Wrap, To-Go Containers, Boxes)	
48	Chemicals (Soap, Bleach, Mops, Sponges) and Disposables (Napkins, Cups, Plastic Flatware, Paper Plates)	
49	Non-Foods (Small Wares-China, Glassware, Flatware)	

## SYSCO/LOUISVILLE

The following services offered by SYSCO/Louisville exceed the solicitation requirements and are incorporated into the contract:

- Cases will be broken for 912 different items at no extra charge.
- SYSCO will provide three (3) emergency orders per installation per month.
- A minimum order quantity of 16 cases per month is required for new products to be added to the catalog. This can be accomplished through a combination of several customers desiring to order the same product.
- In case of Surge or Mobilization, SYSCO Louisville will be able to support up to double the normal ordering volume immediately and will triple the volume of product to Kentucky, Tennessee and surrounding locations and maintain the volume level indefinitely. SYSCO Louisville will have product on the road within twenty-four (24) hours.
- SYSCO Louisville will pass on food show savings to all customers.

**DESCRIPTION/SPECIFICATIONS****ORDERING SYSTEM:**

- All customers will use the Government's electronic ordering system, STORES or STORES on the WEB.
- No manual orders are to be placed under this contract, except when an emergency situation exists.

**PLACEMENT OF ORDERS:**

- The first order of this contract will be placed on or about November 5, 2001 and continue for one (1) year.
- Orders will be placed with the prime vendor via STORES or STORES on the Web so that delivery can be made to accommodate a skip day delivery cycle.
- Customers must ensure that orders are placed by the appropriate cut-off times listed below to accommodate a "skip day" delivery and allow the Prime Vendor adequate time to deliver product.
- The Prime Vendor shall notify the customer when a product is not available and offer a substitute. Substitutes must be of equal or better quality, at the same or lower price, than the product originally ordered.
- Cut-off times for SYSCO Louisville are:
  - Next-day deliveries: 2 p.m.
  - Skip-day deliveries: 5 p.m.

- Cut-off times for Robert Orr SYSCO are:
  - Next-day deliveries: 2 p.m.
  - Skip-day deliveries: 4 p.m.

#### PRODUCT QUALITY

- All products are to be processed and packed from the latest pack available or the latest seasonal pack during the contract period. All products shall be as fresh as possible and within the manufacturer's established shelf life (i.e. Best if Used By Date, Expiration Date, or other markings). For annual pack items, products will be from the latest seasonal pack available, unless specifically authorized by the customer.
- Commercial standards should be used to maintain temperatures appropriate for individual items.

#### **PACKAGING, PACKING and LABELING**

- All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated thereunder. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.
- Semiperishable items shall be snugly packed in shipping containers that fully comply with the National Motor Freight Classification and Uniform Freight Classification Code, as applicable.
- All meats, poultry and seafood will be vacuum packed when practicable. In all instances, packaging will protect the product from freezer burn and contamination.
- All fresh poultry items will be packed in ice packed cartons or gasflush cartons.
- All fresh seafood items will be packed in ice packed cartons.
- Frozen product must be processed and packed to allow removal of the individual units from the container without damage to that or other units. The intent is to be able to remove only the amount of product required for current usage, without the necessity of defrosting.

#### **MARKINGS**

- Standard commercial precautionary markings such as "Keep Frozen", "Keep Refrigerated", etc. shall be used on all cases when appropriate to ensure that the carrier and the receiving activity properly handles and stores items.



**SYSCO/LOUISVILLE**

- To the maximum extent possible, nutritional and ingredient labels shall be placed on the individual package.
- All food and beverage products shall be identified with readable dates (open code dates), or coded dates, as determined by the type of product delivered. For semiperishable, shelf stable items, open dating is preferred, but code dating is acceptable. Items other than semiperishable, shelf stable products must have readable, open code dates clearly showing the use by date, date of production, date of processing/pasteurization, sell by date, best if used by date, or similar markings.

**INSPECTION AND ACCEPTANCE**

- Inspection and acceptance of products will be performed at destination. The authorized receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered.
- Inspection is limited to identity, count and condition; however, this may be expanded if deemed necessary by the military veterinary inspector, dining facility manager, or the food service advisor.
- All deliveries are subject to military veterinary inspection, including inspection of delivery vehicles for cleanliness and condition.
- Three (3) copies of the delivery ticket/invoice must accompany each shipment. All overages/shortages/returns are to be noted on the delivery ticket/invoice by the receiving official and truck driver. The delivery ticket/invoice shall be annotated to reflect the items that were rejected by adjusting the quantity and dollar value. The total dollar value of the invoice must also be adjusted.
- Two (2) copies of the signed and annotated delivery ticket/invoice will serve as the acceptance document and are to be returned to the Prime Vendor.

**DELIVERIES AND PERFORMANCE****FOB TERMS: FOB Destination**

- The following are designated as the plant locations for the performance of this contract:

SYSCO Louisville  
7705 National Turnpike  
Louisville, KY 40214

- Customers supported by SYSCO Louisville: Fort Knox, Camp Atterbury, Flatwoods Job Corps, Great Onyx Job Corps, Frenchburg Job Corps, Whitney Young Job Corps, Charleston Job Corps
- Contract numbers: SP0300-01-D-3021 (Food), SP0300-01-D-3024 (Non-Food)

## SYSCO/LOUISVILLE

and

Robert Orr SYSCO  
One Hermitage Plaza  
Nashville, TN 37209

- Customers supported by Robert Orr SYSCO: Ft. Campbell, Muhlenburg Job Corps, LBJ Job Corps, Pine Knot Job Corps, Jacobs Creek Job Corps, Earle Clements Job Corps, Blue Ridge Job Corps, Oconaluftee Job Corps.
- Contract numbers: SP0300-01-D-3022 (Food), SP0300-01-D-3025 (Non-Food)
- In the event Robert Orr SYSCO cannot support a customer's requirement, SYSCO Louisville will have the responsibility to fulfill the order.
- The shipping points designated for performance of this contract are the same as the plant locations shown above.
- Deliveries shall normally be made 48 hours after the order is placed with the prime vendor, or at a later date, as specified by the customer.

**CONTRACT ADMINISTRATION DATA****ADMINISTRATION:**

- DSCP Philadelphia will perform the administration of the contract. The customer will perform administration of the delivery orders.
- The Small Business and Small Disadvantaged Business Subcontracting Plan submitted by SYSCO Louisville is accepted. The plan is incorporated into this contract. DCMC Dayton is assigned all administrative duties associated with the Small Business and Small Disadvantaged Business Subcontracting Plan as provided under Clause 52.219-9 "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan".
- SYSCO Louisville's subcontracting plan is on the following pages.

**CONTRACT ADMINISTRATION DATA****INVOICING:**

- All invoicing for payment is to be submitted electronically using EDI Transaction set 810. No paper invoices should be submitted to DFAS for payment.
- All invoices submitted by the Prime Vendor for payment must be "clean", i.e. all debits and/or credits must be reflected on the invoice prior to its submission.
- You will be required to submit test 810 transaction sets 30 days prior to first order. Invoices may not be submitted as "LIVE DATA" until a test transaction set has been effected.
- For catch weight items, standard-rounding methods must be observed, i.e. <5, rounded down;  $\geq 5$ , rounded up. All weights must be rounded to whole pounds using standard rounding methods.
- Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point.
- The following address must appear in the "Bill To" or "Payment Will Be Made By" block of the contractor's invoice:

DFAS-Columbus Center  
Attn: DFAS-CO-SEP  
P. O. Box 182317  
Columbus, OH 43218

- Each invoice shall contain sufficient data for billing purposes. This includes, but is not limited to:
  1. Contract Number, Call or Delivery Order Number, and Purchase Order Number.
  2. DODAAC
  3. Contract line listed in numerical sequence;
  4. Item nomenclature;
  5. Dollar value for each line item delivered; and
  6. Total dollar value on each invoice (reflecting changes to the shipment, if applicable)

**VIII. SOCIOECONOMIC CONSIDERATIONS**

**SMALL, SMALL DISADVANTAGED, WOMEN-OWNED, VETERAN-OWNED,  
AND HUB ZONE SMALL BUSINESS SUBCONTRACTING PLAN**

DATE: January 17, 2001 *Revised: August 31, 2001*

CONTRACTOR: **SYSCO/Louisville Food Services, Co.**  
ADDRESS: **7705 National Turnpike  
Louisville, KY 40214**

SOLICITATION OR CONTRACT NUMBER: SP0300-00-R-4025

TYPE OF PLAN : Individual

ITEM/SERVICE: Full Food Line Distributor – Kentucky, Tennessee and Surrounding Locations

SYSCO/Louisville Food Services formulated the various goal percentages predicated upon the 50 (fifty) items encompassed in the Marketbasket in addition to a listing of various items previously purchased by the military facilities encompassed in the solicitation. SYSCO/Louisville is well aware of the fact that those items may change predicated upon the changing desires of the customers within the solicitation. SYSCO/Louisville however, will provide due diligence to meet these goals and will contact other SYSCO Operating Companies who currently have Prime Vendor contracts to find additional resources of suppliers to assist us in meeting our goals.

The following is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of the solicitation:

**1. Percentage Goals**

- (a) The following percentage goals expressed in terms of a percentage of total planned subcontracting (supplier) dollars are applicable to the contract awarded under the solicitation cited above.

Small business concerns: 33% of total planned subcontracting (supplier) dollars under this contract will go to subcontractors (suppliers) who are small business concerns. This goal should equate to the following dollar amounts:

	BASE 33%	OPTION 1 33%	OPTION 2 33%	OPTION 3 33%	OPTION 4 33%
Total estimated to be Subcontracted	\$ 17,010,000	\$ 17,010,000	\$ 17,010,000	\$ 17,010,000	\$ 17,010,000
Small Business Goal (33)	\$ 5,613,300	\$ 5,613,300	\$ 5,613,300	\$ 5,613,300	\$ 5,613,300

Small disadvantaged business concerns: 5% for the first two years of the contract and increased to 6 % for the remaining years of the contract of total planned subcontracting dollars under this contract will go to subcontractors (suppliers) who are small business concerns owned and controlled by socially and economically disadvantaged individuals.

This goal should equate to approximately the following dollar amounts:

	BASE 5%	OPTION 1 5%	OPTION 2 6%	OPTION 3 6%	OPTION 4 6%
Total estimated to be Subcontracted	\$ 17,010,000	\$ 17,010,000	\$ 17,010,000	\$ 17,010,000	\$ 17,010,000
Small Disadvantaged Business (5)	\$ 850,500	\$ 850,500	\$ 1,020,600	\$ 1,020,600	\$ 1,020,600

Women-owned small business concerns: 2.5 % for the first year of the contract and increase each year to 4% for the final year of the contract of total planned subcontracting (supplier) dollars under this contract will go to subcontractors (suppliers) who are small business concerns owned and controlled by women, subject.

This goal should equate to approximately the following dollar amounts:

	BASE 2.5%	OPTION 1 3%	OPTION 2 3.5%	OPTION 3 3.5%	OPTION 4 4%
Total estimated to be Subcontracted	\$ 17,010,000	\$ 17,010,000	\$ 17,010,000	\$ 17,010,000	\$ 17,010,000
Women-Owned Small Business	\$ 425,250	\$ 510,300	\$ 595,350	\$ 595,350	\$ 680,400

Veteran-owned small business concerns: 1 % for the first year of the first two years of the contract and increase to 1.5% for the final year of the contract of total planned subcontracting (supplier) dollars under this contract will go to subcontractors (suppliers) who are small business concerns owned and controlled by veteran.

This goal should equate to approximately the following dollar amounts:

	BASE 1%	OPTION 1 1%	OPTION 2 1.25%	OPTION 3 1.5%	OPTION 4 1.5%
Total estimated to be Subcontracted	\$ 17,010,000	\$ 17,010,000	\$ 17,010,000	\$ 17,010,000	\$ 17,010,000
Veteran-Owned Small Business	\$ 170,100	\$ 170,100	\$ 212,625	\$ 255,150	\$ 255,150

HUBZone business concerns: 1/2% for the first two years of the contract and will increase to 1% for the final years of the contract of our total planned subcontracting (supplier) dollars under this contract will go to subcontractors (suppliers) who are small business concerns located in hub zones.

This goal should equate to approximately the following dollar amounts:

	BASE .5%	OPTION 1 .5%	OPTION 2 .75%	OPTION 3 1%	OPTION 4 1%
Total estimated to be Subcontracted	\$ 17,010,000	\$ 17,010,000	\$ 17,010,000	\$ 17,010,000	\$ 17,010,000
HUBZone Business Concerns	\$ 85,050	\$ 85,050	\$ 127,575	\$ 170,100	\$ 170,100

Total subcontracting goals should equate to the following:

	BASE	OPTION 1	OPTION 2	OPTION 3	OPTION 4
Total estimated to be Subcontracted	\$ 17,010,000	\$ 17,010,000	\$ 17,010,000	\$ 17,010,000	\$ 17,010,000
Small Business Goal (33%)	\$ 5,613,330	\$ 5,613,330	\$ 5,613,330	\$ 5,613,330	\$ 5,613,330
Large Business Goal (67%)	\$ 11,396,700	\$ 11,396,700	\$ 11,396,700	\$ 11,396,700	\$ 11,396,700
Regular Small Business Goal	\$ 4,082,400	\$ 3,997,350	\$ 3,657,150	\$ 3,572,100	\$ 3,487,050
Small Disadvantaged Business Goal	\$ 850,500	\$ 850,500	\$ 1,020,600	\$ 1,020,600	\$ 1,020,600
Women-Owned Small Business Goal	\$ 425,250	\$ 510,300	\$ 595,350	\$ 595,350	\$ 680,400
Veteran-Owned Business Goal	\$ 170,100	\$ 170,100	\$ 212,625	\$ 255,150	\$ 255,150
HUBZone Business Concerns	\$ 85,050	\$ 85,050	\$ 127,575	\$ 170,100	\$ 170,100

*(a) The following principal product categories will be subcontracted (supplied) under this contract. For each product category listed below, we have estimated and listed next to each product category the source availability from small, small disadvantaged, small women-owned and large concerns as follows:*

- Fresh and Frozen Meat Items: Large Business, Small Business, Small Disadvantaged Business, Veteran-Owned Small, and Small Women-Owned Business.
- Frozen Fish Items: Large Business, Small Business, Small Disadvantaged Business, Veteran-Owned Small and Small Women-Owned Business.
- Frozen Fruit and Vegetables: Large Business and Small Business, Small Disadvantaged Business, Veteran-Owned Small and Small Woman-Owned Business.
- Frozen Specialty Items: Large Business, Small Business, Small Disadvantaged Business, Veteran-Owned Small, and Small Women-Owned Business.

- Canned Fruits, Vegetables, Cereals and Specialty Items: Large Business, Limited Number of Small Business.
- Dry Goods, Foodservice Products: Large Business, Small Business, Small Disadvantaged Business, Veteran-Owned Small, HUBZone and Small Women-Owned Business.

Above goals were established with respect to companies from which SYSCO/Louisville will purchase products for sale to the Kentucky/Tennessee Southeast Region.

SYSCO/Louisville will use reasonable and good faith efforts to meet its goals for subcontracting (from suppliers) as set forth above. This is to be accomplished through identifying, documenting and utilizing small business concerns, small disadvantaged business concerns, veteran-owned small, women-owned small business concerns, and HUBZone small business concerns to supply all the types of products to be distributed by SYSCO/Louisville to government customers. Selection of product is directly dependent upon the ordering practices of the government customer (as allowed by contract). Such purchasing practices shall effect our acquisition costs on a weekly basis.

#### **Methods of Identifying Small Business Sources**

Proposed vendors are identified as, but not limited to, those resources identified below:

- US SBA's Pro-Net web site.
  - Individual brokers representing small business concerns.
  - Historical purchases of similar or identical product.
  - Unsolicited line cards.
  - Internal database.
  - Trade magazine advertisements.
  - Information received from trade shows and seminars.
- 
- Contacts with minority and small business trade associations.
  - Contacts with business development organizations.
  - Attendance at small and minority or women-owned business procurement conferences and trade fairs.

Note: Goals as mandated to the DoD are not met by this plan as there is historically not been small and disadvantaged and women owned forms (as will as other recognized small businesses) who have been able to compete within a reasonable price and delivery schedule with large firms. However, every effort shall be undertaken to attempt to achieve and possibly exceed the goals as stated above.



SYSCO/Louisville's plan does not include counting indirect costs as part of its small business goal.

The following individual will administer the subcontracting program:

**NAME:** Lalla O'Bryan  
**ADDRESS:** SYSCO/Louisville Food Services, Co.  
7705 National Turnpike  
Louisville, KY 40214  
**PHONE:** 502-364-4300  
Obryan.lalla.r011@sysco.com

**TITLE:** Vice President of Healthcare & Program Sales

The following individual within SYSCO/Louisville represents senior most management and by signing this page, fully support this plan.

**SIGNATURE:** Peter Scatamacchia  
Peter Scatamacchia, President & CEO

The above named individual responsible for administration of our plan is responsible for, but not limited to the following duties/responsibilities:

- a. Developing and maintaining lists of all classifications of small businesses who have the potential to contract with your company.
- b. Providing, or arranging the provision of assistance (technical, managerial and/or financial) to all small business concerns in hopes of contracting with them on products and services they are otherwise qualified to provide.
- c. Establishment and maintenance of records of subcontract activity.
- d. Attending or arranging for attendance of contractor representatives at business opportunity workshops, minority business enterprise seminars, trade fairs, etc.
- e. Monitoring attainment of proposed goals.
- f. Preparing and submitting periodic subcontracting reports required.
- g. Coordinating Contractor's activities during any compliance reviews by federal agencies.

i. Submittal of the Standard Forms 294 and 295, in accordance with the instructions on the reverse side of these forms.

3. The following efforts will be taken to assure that small, small disadvantaged, HUBZone, veteran-owned small and women-owned small business concerns will have an equitable opportunity to compete for subcontracts. The following internal efforts will be made to guide and encourage SYSCO/Louisville's merchandisers.
  - (a) SYSCO/Louisville will continue to seek small, small disadvantaged, HUBZone, veteran-owned small and women-owned small business firms on how to do business by demonstrating how to pack, size, develop and ship the product required.
  - (b) SYSCO/Louisville will provide additional help to those subcontractors, where required, in assisting them in competing for available subcontracts.
4. SYSCO/Louisville agrees to include the clause in the contract entitled "Utilization of SB Concerns" in all subcontracts which offer further subcontracting opportunities and will require all subcontractors (except SB concerns) who receive subcontracts of \$500,000 to adopt and comply with a subcontracting plan similar to this plan and as approved by our SBLO.
5. SYSCO/Louisville agrees to (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance with the subcontracting plan, (iii) submit SF294 and SF295 reports twice yearly, and (iv) will require where applicable, our subcontractors to complete forms SF294 and SF295.
6. SYSCO/Louisville agrees that it will maintain at least the following types of records to document compliance with this subcontracting plan:
  - (a) Source lists, guides, and other data that identify small and small disadvantaged, HUBZone, veteran-owned small or women-owned small business concerns.
  - (b) Organizations contacted in an attempt to locate sources that are small, small disadvantaged, HUBZone, veteran-owned small or women-owned small business concerns.

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  - (b) Organizations contacted in an attempt to locate sources that are small, small disadvantaged, HUBZone, veteran-owned small or women-owned small business concerns.

5. SYSCO/Louisville agrees to (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance with the subcontracting plan, (iii) submit SF294 and SF295 reports twice yearly, and (iv) will require where applicable, our subcontractors to complete forms SF294 and SF295.

6. SYSCO/Louisville agrees that it will maintain at least the following types of records to document compliance with this subcontracting plan:

(a) Source lists, guides, and other data that identify small and small disadvantaged, HUBZone, veteran-owned small or women-owned small business concerns.

(b) Organizations contacted in an attempt to locate sources that are small, small disadvantaged, HUBZone, veteran-owned small or women-owned small business concerns.

- (c) Records of any outreach efforts to contact (a) trade associations, (b) business development organizations, and (c) conferences and trade fairs to locate small, small disadvantaged, HUBZone, veteran-owned small and women-owned small business sources.
- (d) Records will be maintained where applicable of any subcontract solicitation resulting in an award of more than \$100,000 indicating:
- whether small business concerns were solicited and if not, why not;
  - whether small disadvantaged business concerns were solicited and if not, why not;
  - whether women-owned small business concerns were solicited and if not, why not;
  - whether businesses located in a HUBZone were solicited and if not, why not;
  - whether veteran-owned small business concerns were solicited and if not, why not;
  - if applicable, the reason award was not made to a small business concern.
- (e) Records of internal guidance and encouragement will be provided to buyers through:
- workshops, seminars, training, etc, and
  - the monitoring of performance to evaluate compliance with the program requirements.
- (f) On a contract by contract basis, records to support award data submitted to the Government, including the name, address, and business size of each subcontractor.

Government Approval

By: Jamini Armoni

Title: Contracting Officer

Date: September 13, 2001